

Social Army Terms and Conditions

Last updated: January 23, 2025

By accessing or using the Services provided by Social Army (“**we**,” “**us**,” or “**our**”), you agree to these updated Terms and Conditions (“**Terms**”), which constitute a binding legal agreement between you (“**you**,” “**your**,” or “**user**”) and Social Army. If you do not agree with any part of these Terms, you must immediately discontinue your use of the Services.

1. INTRODUCTION

Welcome to Social Army! Social Army provides educational services, tools, and resources across multiple platforms, including its proprietary application, dashboard, and communication (Discord) and community features. These Terms govern your access to and use of all aspects of our Services, including but not limited to our website (<https://social-army.io/>), academy (<https://whop.com/social-army>), course materials, communication tools, and any updates, modified versions, extensions, improvements, and derivative works thereof (collectively referred to as the “**Services**”).

By creating an account, accessing the Services, or otherwise using Social Army’s offerings, you:

- Represent that you have the authority to enter into this agreement (on behalf of yourself or your organization).
- Acknowledge and agree to these Terms in their entirety.

2. DEFINITIONS

For clarity, key terms used in these Terms are defined below:

- a. “**Account Information**” means all information associated with your Social Army account, including details and information provided in connection with the account creation, maintenance, or use of your account. This includes but is not limited to your name, email address, payment details, and any preferences or settings selected within the Services.
- b. “**Academy**” or “**Courses**” means the educational offerings provided through our Services, including but not limited to training programs, live or recorded lessons, digital content, interactive tools, and related (learning) resources.
- c. “**Customer Content**” includes any data, text, reviews, media, or other materials that you upload, submit, or share through the Services, including TikTok-related content or other public-facing material created in connection with Social Army’s offerings.

d. **“Course Materials”** means digital resources provided through the Services, including videos, guides, templates, and any other proprietary content developed and distributed by Social Army.

e. **“Instructor Content”** refers to lesson plans, educational videos, and other instructional materials created by independent instructors and provided through the Services. Ownership of the Instructor’s Content shall not, under any circumstances, be transferred to the customer at any point.

f. **“Prohibited Activities”** shall encompass any conduct in breach of these Terms, including, but not limited to, intellectual property infringement (such as patent or copyright violations), unauthorized sharing or redistribution of course materials, engagement in fraudulent or deceptive practices, or misuse of any tools or features of the Services for unlawful purposes. Prohibited Activities are further defined in Section 6 of these Terms.

g. **“Services”** as defined above, encompasses all offerings under the Social Army brand, including the platform, website, academy tools, and related content, features, or updates.

h. **“Subscription Term”** means the duration of access to Social Army services based on the subscription plan selected at the time of registration.

i. **“Refund Policy”** refers to the conditions under which refunds are granted, as described in these Terms.

j. **“Third-Party Services”** means any third-party service, application, or integration that interoperates with the Social Army platform, including but not limited to payment processors and SMS providers.

3. ACCOUNT REGISTRATION AND ELIGIBILITY

a. Account Registration and License to Use:

To access and use our Services, you must first register for an account (**“Account”**). During registration, you are required to provide accurate, current, and complete information, and you must ensure this information remains accurate and updated throughout your use of the Services. By registering for an account, you are granted a limited, non-exclusive, and non-transferable license to access and use the Services for your personal or business purposes, subject to these Terms.

b. Eligibility

By registering for an account to use our Academy, you confirm that:

1. You meet the eligibility requirements to register for an Account;
2. You are at least 13 years old; and
3. If you are under 18 years old (or the age of majority in your jurisdiction), you have obtained explicit consent from a parent or legal guardian to register, access, and use the Services.

Social Army does not knowingly collect or solicit personal information from individuals under the age of 13 without verifiable parental consent. If we discover that personal information from a child under the age of 13 has been collected without such consent, we will take immediate steps to delete the information.

c. Sole Proprietors and Age Requirements:

1. **Sole Proprietors:** If you are registering as a sole proprietor, both you and your designated representative affirm that the representative is personally responsible and liable for your use of the Services and for fulfilling obligations to customers, including payment of amounts owed under this Agreement.
2. **Age Requirements:**
 - If you are a sole proprietor and are not legally old enough to enter into a contract on your own behalf, you must be at least 13 years old, and your representative must be a parent or legal guardian.
 - The parent or legal guardian assumes all obligations under this agreement as if they had agreed to it personally.
 - If the legal entity is owned, directly or indirectly, by an individual under the legal contracting age but at least 13 years old, a formal consent must be obtained from the entity's board or an authorized officer. Such approving parties are legally bound by this agreement as if they had agreed to it directly.
 - Individuals under the age of 13 are strictly prohibited from using the Services.

d. Credentials:

To set up and use your Account, you must create a user ID and password or use a supported third-party login. You are responsible for maintaining the confidentiality of your login credentials and agree to notify Social Army immediately if you suspect unauthorized access to your Account. You are solely responsible for all activities conducted under your Account, including compliance with applicable laws and these Terms. Social Army is not liable for any costs, losses, or damages arising from your failure to secure your Account.

e. Accuracy of Information

You are required to provide accurate, complete, and up-to-date information when registering and throughout your use of the Services. This includes but is not limited to:

- a. Personal or business registration details, where applicable, validating your legal status and operations;
- b. Documentation necessary for resolving disputes, including proof, transaction records, and any other evidence requested by Social Army.

Failure to provide accurate or truthful information may result in liability for any false, misleading, or incomplete submissions, including but not limited to:

1. Registering an Account on behalf of minors or individuals unable to enter into contracts without proper authorization;
2. Submitting fraudulent or forged documents; and
3. Engaging in activities that mislead Social Army or create compliance risks.

f. Prohibited Applications

You and your representative must not create, or attempt to create, an Account on behalf of any user whose access to Social Army's Services has been previously suspended or terminated, unless explicit prior approval is obtained from Social Army.

4. FEES; TAXES; TERM AND TERMINATION

a. Fees:

Access to certain features of the Social Army Academy, requires payment of applicable Fees. All Fees are non-refundable unless otherwise specified in these Terms or required by law. Social Army does not provide refunds for partially used subscription terms or cancellations after accessing course materials. Any free trial period is provided "as-is" without any representations, warranties, or indemnities.

Social Army confirms that it is solely responsible for taxes related to its own income and operations. Users are not liable for such taxes under these Terms.

b. Taxes:

You are responsible for any taxes, including sales, VAT, or similar taxes, applicable to your use of the Services. If Social Army collects any taxes on your behalf, you must provide a valid tax exemption certificate where applicable.

c. Subscription Term:

Your subscription begins upon successful registration and payment and continues for the billing cycle selected during checkout. Subscriptions are subject to automatic renewal unless canceled before the renewal date.

d. Auto-Renewal:

UNLESS YOU CANCEL YOUR SUBSCRIPTION THROUGH YOUR ACCOUNT SETTINGS PRIOR TO YOUR RENEWAL DATE, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR ANOTHER TERM OF THE SAME DURATION. ALL RENEWALS ARE SUBJECT TO THE FEES AND TERMS APPLICABLE AT THE TIME OF RENEWAL.

e. Plan Changes, Cancellation, and Termination by You:

Refunds are granted only under specific conditions outlined in these Terms. Requests for refunds must be made within seven (7) days of purchase, provided the user has not accessed more than 10% of the total course materials (including all courses). For the purposes of these Terms, accessing more than 10% includes viewing course videos, completing modules. Refunds will also be granted if users experience verified technical issues such as login problems, Services outages lasting more than 24 hours, or corrupted course files that prevent access to the Services. Refunds are not available for partially used subscriptions, failure to utilize the Services during the subscription term, dissatisfaction with results, or promotional or discounted plans. To request a refund, users must contact support at info@social-army.io and provide proof of payment along with a description of the issue. Social Army will process eligible refunds within thirty (30) days of receiving the request.

f. Termination and Suspension by Social Army:

Social Army reserves the right to terminate or suspend your Account at any time, with or without prior notice, if you violate these Terms, engage in fraudulent or abusive activities, or misuse our features. In cases of termination or suspension due to a breach of these Terms, no refund will be provided. Social Army may also terminate your Account without cause by providing written notice to the email address associated with your Account. In such cases, a prorated refund for any unused portion of your subscription term will be issued. Social Army further reserves the right to immediately suspend your access to the Service if your actions pose a risk to our Academy, platform, Discord community, Services, our users, or our reputation. Upon suspension, Social Army will make reasonable efforts to notify you and provide guidance for resolving the issue.

g. Effect of Termination:

Upon termination of your Account, your access to the Social Army Academy, including course materials and any associated features, will be revoked. You acknowledge that termination may result in the loss of access to any Customer Content or data stored on the Services. Social Army is not responsible for retaining or restoring any data following the termination of your Account. If your Account is terminated due to a violation of these Terms, Social Army may, at its sole discretion, deny any future requests for access to the Services. All clauses in these Terms that, by their nature, are intended to survive termination, including provisions related to intellectual property, limitation of liability, and indemnification, shall remain in effect.

h. Refund Disputes and Chargebacks:

In the event of a chargeback or dispute regarding payment, Social Army reserves the right to suspend or terminate your Account until the issue is resolved. Users are encouraged to contact Social Army support to resolve billing issues before initiating a chargeback. Unauthorized chargebacks may result in the permanent suspension of your Account.

5. PURCHASES

When you make a purchase through our Services ("**Purchase**"), you may be required to provide certain information relevant to your transaction, including but not limited to your name, email address, billing address, and payment details. You represent and warrant that you have the legal right to use any payment methods provided for the transaction. We may employ third-party payment processors and services to facilitate payments and complete Purchases. By providing your payment information, you authorize us to share this information with these third-party processors, solely for the purpose of completing the transaction, in accordance with our Privacy Policy, and the terms and conditions of the third-party processor. Please note that payments are subject to the terms and conditions of the respective third-party payment processors, and we do not control their practices or policies.

6. YOUR USE OF THE SERVICES AND RESTRICTIONS

a. Account and Use of Service:

You may use your Social Army Account and the Services solely for lawful purposes and in accordance with these Terms. By accessing or using the Service, you agree to use it only as intended and in compliance with all applicable laws, rules, and regulations. Your use of the Services is limited to the personal or business purposes outlined in these Terms, such as accessing course materials and utilizing other features provided by Social Army. Unauthorized use, including sharing your Account credentials with others or using the Services for unlawful purposes, is strictly prohibited. Social Army reserves the right to suspend or terminate your Account without notice if unauthorized use is detected.

b. Prohibited Use:

You agree not to, and will not permit others to:

- (i) share, distribute, or transfer course materials, or other proprietary content provided through the Services to any third parties without prior written authorization from Social Army;
- (ii) sell, sublicense, distribute, transfer, or rent your access to the Services or grant access to non-subscribers;
- (iii) attempt to reverse engineer, decompile, or otherwise access the underlying source code, algorithms, or infrastructure of the Service;
- (iv) use the Services for sending spam, or other unsolicited communications that violate applicable laws or regulations;
- (v) engage in any activity that interferes with the Services' operations, bypasses security protocols, or adversely impacts other users' experiences;
- (vi) use the Services to develop or promote a competing service, Services, or business;
- (vii) upload any viruses, malware, or harmful code that could disrupt the Services or harm other users;
- (viii) violate any applicable laws, regulations, or third-party agreements in connection with your use of the Service; or
- (ix) use **Course Materials** for any purpose other than personal, non-commercial use. Sharing, distributing, or otherwise transferring access to the **Course Materials** to any third party is strictly prohibited.

c. Fair Usage Policy:

Social Army is committed to delivering a high-quality experience for all users and enforces a Fair Usage Policy to maintain the integrity and functionality of the Services. Users are expected to engage with the Services and its community in a reasonable and respectful manner, using the Services and Services as intended. Prohibited activities include, but are not limited to, unauthorized data scraping, overloading or disrupting system resources, and engaging in abusive or inappropriate behavior such as harassment, hate speech, racism, sexism, or any form of discrimination. Violations of this policy may result in immediate suspension or termination of access to the Service, with or without prior notice, at Social Army's sole discretion. This policy ensures a safe and equitable environment for all users.

d. No High-Risk Activities or Prohibited Sensitive Personal Data:

The Services are not designed or intended for use in high-risk activities, such as situations where Services failure could result in physical injury, environmental damage, or other severe

consequences. Additionally, you may not upload, transmit, or store sensitive personal data through the Services, including but not limited to health information, government identification numbers, or financial account details. Social Army disclaims all liability for any damages arising from misuse of the Services in violation of this clause.

e. Fraud Prevention:

Social Army employs monitoring systems to detect and prevent fraudulent activities, including unauthorized use of accounts, payment fraud, and misuse of Services features. If fraudulent activity is detected, Social Army may suspend or terminate your Account immediately and without prior notice. Verified instances of fraud may be reported to the appropriate authorities for further action. By using the Service, you agree to cooperate with Social Army's fraud prevention efforts and to promptly notify Social Army of any suspected fraudulent activity affecting your Account.

f. Enforcement:

Social Army reserves the right to monitor user activity to ensure compliance with these Terms. If any violations are detected, Social Army may take corrective action, including but not limited to restricting access to specific features, removing prohibited content, suspending accounts, or terminating access to the Services entirely. In cases where user activity poses an immediate risk to the Services, Social Army may suspend access without prior notice. Social Army's enforcement measures are designed to protect the integrity of the Services and ensure a fair experience for all users.

g. Your Use of The Services:

By using our Services, including any communication or community tools or features, you agree to comply with all applicable laws, regulations, and industry best practices, including but not limited to anti-spam laws and any relevant community guidelines. It is your sole responsibility to ensure that your use of the Services does not violate any legal or regulatory requirements. Social Army disclaims all liability for non-compliance with these legal obligations and reserves the right to suspend or terminate Accounts found in violation.

h. Export Controls:

You agree that your use of the Services complies with all applicable export and trade control laws, including but not limited to those imposed by the United States and other relevant jurisdictions. You may not use the Services in any country subject to sanctions or export restrictions. For users outside the United States, you are responsible for ensuring compliance with local laws governing data usage, marketing communications, and access to digital platforms.

7. INTELLECTUAL PROPERTY

a. Ownership of the Services and Content:

Our Services, including but not limited to all software, features, functionalities, course materials, and any associated intellectual property, is and will remain the sole property of Social Army or

its licensors. This includes all trademarks, service marks, logos, and trade dress used in connection with the Services. You agree that you will not use, reproduce, modify, distribute, or create derivative works based on any part of the Services or its contents without prior written permission from Social Army.

b. Course Materials:

All course materials, including videos, guides, templates, and other educational content provided through the Services, are the exclusive property of Social Army or its content creators. By accessing these materials, you are granted a limited, non-exclusive, non-transferable license to use them solely for personal or internal business purposes. Redistribution, resale, or public display of course materials without explicit authorization is strictly prohibited and may result in account termination and legal action.

c. Instructor Content:

By uploading or submitting content to Social Army, instructors grant Social Army a worldwide, non-exclusive license to use, distribute, and display the content for the purpose of delivering the Services. Instructors and coaches are responsible for ensuring the accuracy, legality, and originality of their content. Instructors and coaches also indemnify Social Army against any claims arising from their submissions, including intellectual property disputes, intellectual property infringements, false claims made in instructional material, or violations of applicable laws.

d. User Content:

Users may submit content to the Services, including reviews, messages, and other contributions. By submitting User Content, you grant Social Army a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, distribute, and display such content in connection with the operation of the Service. You represent and warrant that any User Content submitted does not infringe on the intellectual property or privacy rights of third parties. Social Army reserves the right to remove any User Content that violates these Terms or applicable laws.

e. Prohibited Uses of Intellectual Property:

You may not use Social Army's trademarks, logos, or other intellectual property in any way that suggests endorsement or affiliation without prior written permission. Additionally, you may not:

- (i) copy, modify, or create derivative works of any part of the Services;
- (ii) use any automated tools, such as bots or scrapers, to extract data from the Services;
- (iii) decompile, reverse engineer, or attempt to access the source code of the Services; or
- (iv) use the Services intellectual property to develop or promote a competing service.

f. Violation of Intellectual Property Rights:

If you believe that any content on the Services infringes your intellectual property rights, you may notify Social Army by contacting info@social-army.io. Social Army will promptly investigate and, if necessary, remove the infringing content. Social Army reserves the right to suspend or terminate Accounts found to be repeatedly infringing on intellectual property rights.

g. Creator Liability:

Each creator who produces content, such as text, images, videos, or other materials, for the Services is solely responsible for ensuring that their content complies with all applicable laws and regulations. Creators agree to indemnify and hold Social Army harmless from any claims, liabilities, damages, or expenses arising from or related to the content they create.

8. OUR SECURITY AND DATA PRIVACY PRACTICES

We are committed to safeguarding your data and ensuring compliance with applicable laws and regulations. This section outlines our security measures and compliance commitments.

a. Data Privacy:

Social Army is committed to safeguarding your personal information and ensuring compliance with applicable privacy laws and regulations, including the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). By using the Services, you acknowledge and agree to the collection, processing, and use of your personal information as outlined in our Privacy Policy. Social Army does not sell or share your personal data with third parties for marketing purposes without your explicit consent.

b. Data Processing:

Social Army processes personal data in accordance with applicable laws. If you provide personal data subject to the GDPR or similar regulations, Social Army acts as a data processor, and you are responsible for ensuring that you have obtained all necessary consents and authorizations to share such data. You may request a Data Processing Addendum (DPA) to ensure compliance with specific legal obligations.

c. Security Measures:

Social Army implements industry-standard security measures to protect your data from unauthorized access, alteration, or destruction. This includes encryption during data transmission (TLS 1.3) and at rest (AES-256), periodic security audits, and strict access controls. While Social Army takes reasonable precautions to secure your data, no method of transmission or storage is entirely secure, and Social Army cannot guarantee absolute security. Social Army continuously reviews and updates its security protocols to protect user data against emerging threats. If you have questions or concerns about our security measures, you may contact us at info@social-army.io.

d. User Responsibility:

You are responsible for maintaining the confidentiality of your Account credentials and for restricting access to your Account. Social Army is not liable for unauthorized access to your Account resulting from your failure to secure your login credentials. If you suspect unauthorized activity, you must notify Social Army immediately.

e. Data Retention and Deletion:

Social Army retains your personal data only for as long as necessary to fulfill the purposes for which it was collected or as required by law. You may request the deletion of your Account and associated data at any time by contacting support at info@social-army.io. Deletion requests will be processed within thirty (30) days, except where retention is required for legal or regulatory purposes.

f. Data Breach Notification:

In the event of a data breach that affects your personal information, Social Army will notify affected users in compliance with applicable laws. Notifications will include details of the breach, potential risks, and steps taken to mitigate the impact.

g. Third-Party Services:

The Services may integrate with third-party services, such as payment processors or SMS providers, to enhance functionality. These third-party services have their own privacy policies, and Social Army is not responsible for their practices. By using the Services, you acknowledge and agree to the sharing of necessary data with these third parties to facilitate the Service.

h. Data Encryption:

Social Army safeguards your data using industry-standard encryption protocols, including but not limited to AES-256 encryption for data at rest and TLS 1.3 during transmission. These measures ensure that your information is protected from unauthorized access and maintain data security at every stage of use.

i. Responsible Data Handling:

Social Army is committed to respecting your privacy and ensures that your data is used solely for the purposes described in these Terms. Social Army does not sell, share, or repurpose your data without your explicit consent. All data is processed and stored in compliance with applicable privacy laws and regulations, and sensitive information is never used for purposes beyond the operation of the Services.

j. Child Privacy:

Social Army does not knowingly collect personal information from children under the age of 13 without parental consent. If we become aware that we have collected such information, we will delete it promptly.

9. TERMS THAT APPLY TO YOUR DATA

a. Ownership of Your Data:

You retain ownership of any content, information, or data that you upload or submit through our Services, including but not limited to messages, campaign content, and user-submitted reviews (“**User Data**”). By using our Services, you grant Social Army a limited, non-exclusive, royalty-free license to process, display, and use your User Data as necessary to provide and improve the Service. This license terminates upon deletion of your User Data from our Services, except as required by law or for compliance purposes.

b. Data Accuracy and Responsibility:

You are solely responsible for ensuring the accuracy, legality, and quality of your User Data. You represent and warrant that your User Data does not infringe on the rights of any third party, violate applicable laws, or contain harmful or malicious content. Social Army is not liable for errors, inaccuracies, or legal violations resulting from your User Data.

c. Data Storage and Backup:

Social Army implements reasonable measures to store and back up User Data securely. However, Social Army does not guarantee the availability of backups for User Data and is not responsible for any data loss resulting from user actions, technical issues, or third-party integrations. Users are encouraged to maintain their own backup copies of important data.

d. Access to Data During Subscription:

During your subscription period, you have access to your User Data and campaign analytics through the Services. Social Army reserves the right to restrict access to certain features or data if you violate these Terms or if your Account becomes inactive due to non-payment or cancellation.

e. Data Deletion Upon Termination:

Upon termination of your subscription, Social Army will deactivate your Account and delete associated User Data within thirty (30) days, unless retention is required for legal or compliance purposes. Once deleted, User Data cannot be recovered. It is your responsibility to export or back up any necessary data prior to termination.

f. Sharing of User Data with Third Parties:

Social Army may share User Data with trusted third-party service providers solely for the purpose of delivering the Service, such as payment processors. These third parties are bound by strict confidentiality obligations and are prohibited from using your data for any purpose beyond the scope of their services to Social Army.

g. Compliance with Laws:

By using the Services, you agree to comply with all applicable data protection and privacy laws, including obtaining any necessary consents for the collection and use of data from individuals or entities you interact with through the Service. Social Army disclaims liability for your failure to adhere to these obligations.

10. PROPRIETARY RIGHTS AND IMPROVING THE SERVICE

a. Ownership of the Services:

By using our Services, including but not limited to our Academy, or community channels such as Discord channel, and our dashboard, you acknowledge that you are granted a limited, non-exclusive, revocable license to access and use the Services for its intended purposes, as

governed by these Terms. This license does not grant you ownership of or rights to any part of the Services beyond its use in accordance with these Terms.

b. Feedback and Suggestions:

Social Army welcomes user feedback, suggestions, and ideas for improving the Services. By submitting feedback, you grant Social Army a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, and distribute your feedback for any purpose. You acknowledge that Social Army is not obligated to implement your feedback or compensate you for its use.

c. Use of Aggregated Data:

Social Army may collect and use aggregated, anonymized data derived from your use of the Services for the purpose of analyzing trends, improving the Service, and developing new features. This aggregated data does not include personally identifiable information and cannot be used to identify you or your business.

d. Prohibited Actions:

You may not, and agree not to permit others to:

- (i) copy, modify, distribute, or create derivative works based on any part of the Services;
- (ii) decompile, reverse engineer, or attempt to extract the source code of the Services;
- (iii) use the Services to develop a competing product or service; or
- (iv) use Social Army's trademarks, logos, or other intellectual property without prior written permission.

e. Improvements to the Services:

Social Army reserves the right to update, modify, or discontinue any features or functionalities of the Services at its discretion. Such updates may be provided automatically and without notice. Users are responsible for ensuring their systems meet any updated technical requirements to access the Services. Social Army disclaims all liability for any interruptions or inconveniences caused by updates or modifications to the Services.

11. THIRD-PARTY SERVICES

a. Integration with Third-Party Services:

The Social Army Academy or Services may integrate with or provide access to third-party services, such as payment processors, SMS gateways, and analytics providers, to enhance the functionality of the Service. These integrations are provided solely for your convenience, and Social Army does not control or assume responsibility for the content, functionality, or policies of these third-party services. Your use of third-party services is governed by their respective terms and conditions, and you acknowledge that Social Army is not liable for any issues arising from your use of these services.

b. Data Sharing with Third-Party Services:

To facilitate the operation of the Academy and Services, Social Army may share necessary data with third-party service providers, such as transaction details with payment processors or

campaign data with SMS providers. These third parties are required to use your data solely for the purpose of delivering the specific service and are bound by confidentiality obligations.

c. Responsibility for Third-Party Content:

Social Army does not endorse, verify, or guarantee the accuracy of content, products, or services provided by third parties. Any reliance on such content is at your own risk, and Social Army disclaims all liability for damages or losses incurred through the use of third-party content accessible through the Services.

d. User Responsibility:

You are solely responsible for reviewing and complying with the terms and conditions of any third-party services you use in conjunction with the Social Army Services. Any disputes arising from your use of third-party services must be resolved directly with the third-party provider.

e. Third-Party Links:

The Services may contain links to third-party websites or services. Social Army is not responsible for the availability, content, or practices of these third-party sites and does not warrant the quality or legality of their services. Accessing third-party links is done at your own discretion and risk.

f. Limitation of Liability for Third-Party Services:

Social Army is not liable for any interruptions, errors, or issues caused by third-party services integrated with the Services. This includes but is not limited to payment failures or inaccuracies in analytics data.

g. Transactions that are offered through our Services:

Social Army is not responsible for any transactions, sales, or exchanges conducted between users via our Services, including but not limited to through the community chat, such as the sale of TikTok shop accounts. These activities are carried out at your own discretion and risk. Social Army does not endorse, verify, or guarantee the legitimacy, quality, or legality of any items or services sold through the community chat. Any disputes or issues arising from such transactions must be resolved directly between the parties involved.

12. SERVICES WARRANTY AND INDEMNIFICATION

a. Services Warranty:

Social Army provides the Services on an “as is” and “as available” basis. While Social Army strives to maintain a reliable and uninterrupted Services, it does not warrant that the Services will be error-free, meet your specific requirements, or operate without interruptions. Social Army expressly disclaims all implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. Your use of the Services is at your sole risk. Beta Features are provided ‘as-is’ and ‘as-available,’ without warranty, support, or liability for any issues.

b. Limited Remedy:

In the event of a failure of the Services due to a technical issue or other defect, Social Army's sole obligation is to use commercially reasonable efforts to resolve the issue. If the issue cannot be resolved, Social Army may, at its discretion, offer a prorated refund for the unused portion of your subscription term.

c. Indemnification by Users:

You agree to indemnify, defend, and hold harmless Social Army, its affiliates, directors, officers, employees, and agents from and against any claims, damages, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or related to:

- (i) your violation of these Terms or applicable laws;
- (ii) your use or misuse of the Services, including but not limited to our proprietary content;
- (iii) your infringement of any intellectual property or privacy rights of third parties; or
- (iv) your breach of any agreements with third-party service providers used in conjunction with the Services.

d. Indemnification by Social Army:

Social Army will indemnify, defend, and hold you harmless against any third-party claims alleging that your authorized use of the Services infringes upon their intellectual property rights, provided that:

- (i) you promptly notify Social Army of the claim;
- (ii) Social Army has sole control over the defense and settlement of the claim; and
- (iii) you provide reasonable assistance, at Social Army's expense, in defending the claim. Social Army reserves the right to, at its discretion, modify the Services to avoid infringement or terminate your access to the infringing feature with a prorated refund for any prepaid fees.

e. Exclusions and Limitations:

The indemnification obligations of Social Army do not apply to claims arising from:

- (i) unauthorized modifications to the Services;
- (ii) your combination of the Services with other services or products not provided or approved by Social Army; or
- (iii) your use of the Services in violation of these Terms or applicable laws.

f. Procedures for Claims:

To invoke indemnification, the indemnified party must:

- (i) promptly notify the indemnifying party in writing of the claim;
- (ii) allow the indemnifying party to take exclusive control of the defense; and
- (iii) cooperate fully with the indemnifying party at its expense. Failure to meet these conditions may result in forfeiture of indemnification rights.

g. AI Disclaimer:

Any recommendations, insights, or outputs generated by AI tools within the Social Army Services are for informational purposes only and do not constitute professional advice. Users are responsible for verifying the appropriateness and accuracy of such outputs before acting on

them. Social Army disclaims any liability for decisions or actions taken based on AI-generated content.

13. LIMITATION OF LIABILITY

a. General Limitation of Liability:

To the fullest extent permitted by applicable law, Social Army, its affiliates, officers, employees, agents, instructors, licensors, and partners shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, business opportunities, goodwill, or other intangible losses, resulting from:

- (i) your use or inability to use the Services;
- (ii) any errors, omissions, or inaccuracies in the Services or course materials;
- (iii) unauthorized access to or alteration of your data;
- (iv) interruptions, delays, or failures of the Services due to technical issues, third-party integrations, or force majeure events; or
- (v) any other matters relating to your use of the Services.

b. Cap on Liability:

To the extent permitted by law, Social Army's total liability for all claims arising out of or related to these Terms or your use of the Services shall not exceed the total amount of fees you paid to Social Army in the six (6) months immediately preceding the claim. If you have not paid any fees, Social Army's liability shall be limited to \$100 USD.

c. No Warranty of Results:

Social Army does not guarantee any specific results or outcomes from using the Services or Academy, including TikTok commissions, gross merchandise value (GMV), or other performance metrics. The effectiveness of strategies or campaigns depends on multiple factors outside of Social Army's control, including market conditions, audience engagement, compliance with laws, and individual user efforts. Any reliance on the Academy's or Services features is at your sole discretion and risk.

d. Exceptions:

The limitations of liability outlined in this clause do not apply to:

- (i) gross negligence, fraud, or intentional misconduct by Social Army;
- (ii) liability that cannot be excluded under applicable laws; or
- (iii) Social Army's obligations under its indemnification clause for intellectual property claims.

e. Third-Party Limitations:

Social Army shall not be liable for any damages arising from third-party services or integrations used in conjunction with the Services, including payment processors, SMS gateways, or analytics providers. You acknowledge that such third-party services operate independently of Social Army, and any disputes or issues must be resolved directly with the respective provider.

f. Jurisdictional Limitations:

Some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages. In such jurisdictions, Social Army's liability is limited to the maximum extent permitted by law.

14. CONFIDENTIAL INFORMATION

a. Definition of Confidential Information:

"Confidential Information" refers to any non-public, proprietary, or sensitive information disclosed by one party (**"Disclosing Party"**) to the other party (**"Receiving Party"**) that is marked as confidential or should reasonably be understood as confidential based on the nature of the information. This includes but is not limited to business plans, financial data, user data, technical specifications, Services or Academy features, and unpublished course materials. Confidential Information does not include information that:

- (i) is or becomes publicly available through no fault of the Receiving Party;
- (ii) was lawfully known to the Receiving Party prior to disclosure;
- (iii) is lawfully received from a third party without restriction; or
- (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

b. Obligations of the Receiving Party:

The Receiving Party agrees to:

- (i) protect the Disclosing Party's Confidential Information using reasonable measures, at least as protective as those used to safeguard its own similar information;
- (ii) not use the Confidential Information for any purpose other than as necessary to perform its obligations or exercise its rights under these Terms; and
- (iii) not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, except as expressly permitted under these Terms.

c. Permitted Disclosures:

The Receiving Party may disclose Confidential Information to its employees, contractors, advisors, or affiliates who need to know the information to perform their obligations under these Terms, provided they are bound by confidentiality obligations no less restrictive than those contained herein.

d. Compelled Disclosure:

If the Receiving Party is required by law, court order, or regulatory authority to disclose Confidential Information, it must provide the Disclosing Party with prompt written notice (to the extent permitted by law) to allow the Disclosing Party an opportunity to contest the disclosure or seek a protective order. If disclosure is required, the Receiving Party will disclose only the minimum amount of information necessary to comply with the legal requirement.

e. Return or Destruction of Confidential Information:

Upon termination of these Terms or at the request of the Disclosing Party, the Receiving Party must promptly return or destroy all copies of the Confidential Information in its possession or

control and certify in writing that it has done so. This does not apply to information required to be retained for legal, regulatory, or compliance purposes.

f. Survival of Obligations:

The obligations of confidentiality under this clause shall survive the termination or expiration of these Terms for a period of five (5) years, unless otherwise required by applicable law.

15. ADDITIONAL INFORMATION ABOUT THE SERVICE

a. Administrative Controls:

If your Social Army Account includes administrative or super-administrative access, you acknowledge that such roles may have the ability to manage, modify, or delete data, campaigns, or user content within the Services. It is your responsibility to assign administrative roles carefully and ensure such users comply with these Terms. Social Army is not liable for actions taken by administrators or users with elevated access permissions.

b. Location of the Services:

By using the Services, you acknowledge that your data may be processed, stored, or transmitted through servers located in the United States or other jurisdictions as necessary to deliver the Service. You agree that your use of the Services complies with any local laws applicable to your use of such cross-border data transfers.

c. Modifications to the Service:

Social Army reserves the right to update, modify, or discontinue any features, functionalities, or content of the Services at its discretion. These updates may include technical changes, performance improvements, or the removal of outdated features. Social Army will make reasonable efforts to notify users of significant changes, but users are responsible for ensuring compatibility with updated technical requirements.

d. Beta Features:

Social Army may release optional beta features or tools ("**Beta Features**") as part of the Services. Social Army reserves the right to discontinue Beta Features at any time without notice.

e. Third-Party Interactions:

The Services may facilitate interactions with third-party services or integrations, including but not limited to payment processors and SMS gateways. Social Army does not warrant or guarantee the accuracy, functionality, or availability of third-party integrations. Users are responsible for complying with any terms applicable to third-party services used in conjunction with the Services.

f. Accessibility Statement:

Social Army is committed to providing an accessible experience for all users, including those with disabilities. If you encounter barriers to accessing the Services or its features, please contact us at [insert support email] for assistance and we will make reasonable efforts to

accommodate your needs.

16. NOTICES

a. Notices from Social Army to You:

Social Army may provide notices to you regarding updates to these Terms, changes to the Services, or other important matters through:

- (i) email communication sent to the email address associated with your Account;
- (ii) notifications within the Services interface; or
- (iii) updates posted on the Social Army website.

It is your responsibility to ensure that your contact information is accurate and up-to-date. Social Army is not responsible for notices not received due to incorrect contact details or email filtering.

b. Notices from You to Social Army:

If you need to provide notice to Social Army under these Terms, such as for disputes, termination, or legal matters, you must do so in writing and send it to the following details:

Social Army

[Insert Physical Address]

[Insert Email Address for Notices]

Alternatively, notices related to Services usage or Account-specific matters may be submitted through Social Army's **Support Chat**. All notices must include sufficient detail to allow Social Army or its authorized representatives to identify the relevant Account or issue.

Social Army will acknowledge receipt of written notices within a reasonable time, typically no later than five (5) business days, unless the matter is processed through Whop's designated systems or alternative protocols.

c. Guidelines for Submitting Notices

When submitting notices, please specify the nature of your issue to enable efficient processing. Including the following details will help ensure your notice is routed to the appropriate team and addressed promptly:

- **Account Access or Login Problems:**
 - Provide your username and associated email address.
 - Include a concise description of the issue (e.g., forgotten password, two-factor authentication challenges).
- **Billing or Payment Discrepancies:**
 - Specify the relevant payment method or invoice ID.
 - Summarize the billing dispute or error.
 - Attach any supporting documents or screenshots.
- **Platform Functionality or Technical Errors:**
 - Describe the issue in detail.
 - Include any error messages received.
 - Provide details about the device, browser, or operating system you are using.

- **Content or Policy Violations:**
 - Outline the alleged violation with relevant dates and times.
 - Attach URLs, screenshots, or any other supporting documentation.
- **General Inquiries:**
 - Clearly explain your question or comment, referencing any prior interactions with the support team if applicable.

d. Method and Timing of Delivery:

Notices sent by email shall be deemed delivered upon successful transmission, as confirmed by the sender's email system. Notices sent by certified mail or courier shall be deemed delivered when signed for by the recipient.

e. Electronic Communications:

By using the Services, you agree to receive all communications, including legal notices, electronically. If you wish to receive notices by other means, you must notify Social Army and agree to cover any associated costs for alternative delivery methods.

17. MODIFICATIONS TO TERMS

a. Right to Modify:

Social Army reserves the right to update, revise, or amend these Terms at its sole discretion. Any changes will take effect immediately upon being posted on the Social Army website or Services unless a later effective date is specified. It is your responsibility to review these Terms periodically to stay informed of updates.

b. Notification of Changes:

If Social Army makes material changes to these Terms, it will provide reasonable notice to users through one or more of the following methods:

- (i) a prominent notice on the Services;
- (ii) an email sent to the address associated with your Account; or
- (iii) a message delivered through the Services interface.

c. Continued Use Constitutes Acceptance:

By continuing to use the Services after changes to these Terms are posted, you agree to be bound by the revised Terms. If you do not agree to the updated Terms, you must stop using the Services and may terminate your Account by contacting Social Army.

d. User-Initiated Termination:

If a change materially affects your use of the Services and you choose to terminate your Account as a result, Social Army may, at its sole discretion, provide a prorated refund of any prepaid fees covering the remaining portion of your subscription term.

e. Record of Changes:

Social Army may maintain a record of previous versions of these Terms, which will be available to users upon request for reference or legal purposes.

18. GENERAL

a. Jury Trial Waiver:

To the fullest extent permitted by law, you and Social Army agree to waive any right to a jury trial for any dispute, claim, or controversy arising out of or relating to these Terms or the use of the Services.

b. Class Action Waiver:

You agree that any disputes with Social Army will be resolved on an individual basis. You waive any right to participate in a class action, collective, or representative proceeding against Social Army. All claims must be brought solely in your individual capacity and not as a plaintiff or class member in any purported collective action.

c. Force Majeure:

Social Army shall not be held liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, strikes, government actions (including political actions such as bans or restrictions on platforms like TikTok), pandemics, technical failures, mechanical or electronic failures, communications disruptions, acts of war, terrorism, riots, embargoes, actions by civil or military authorities, fires, floods, accidents, transportation facility shortages.

d. Assignment:

You may not assign or transfer your rights or obligations under these Terms without the prior written consent of Social Army. Social Army may assign or transfer its rights and obligations without restriction, including in connection with a merger, acquisition, or sale of assets.

e. Severability:

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision will be replaced with a valid provision that most closely reflects the intent of the original.

f. No Waiver:

Failure by Social Army to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision.

g. Entire Agreement:

These Terms, along with Social Army's Privacy Policy and any other documents explicitly referenced herein, constitute the entire agreement between you and Social Army regarding the use of the Services. They supersede all prior agreements, understandings, or representations related to the Services.

h. Governing Law:

These Terms shall be governed by and construed in accordance with the laws of Wyoming, the United States of America, without regard to its conflict of law provisions.

i. Dispute Resolution:

In the event of a dispute arising out of or relating to these Terms, the parties agree to resolve the dispute exclusively through binding (virtual) arbitration conducted in accordance with the rules of the American Arbitration Association (AAA) or another reputable arbitration organization mutually agreed upon by the parties.

The arbitration shall take place in Wyoming, United States, and shall be conducted in English. Each party shall be responsible for its own costs, and the arbitrator's decision shall be final, binding, and enforceable in any court of competent jurisdiction, unless otherwise awarded by the arbitrator under applicable law. This arbitration agreement replaces the right to litigate disputes in court, including the right to a jury trial, to the fullest extent permitted by applicable law.

Before initiating arbitration, the parties agree to make a good faith effort to resolve the dispute through informal negotiations. If the dispute remains unresolved after thirty (30) days of initiating such discussions, either party may proceed with arbitration.

To the extent the arbitration provision is found unenforceable under Wyoming law, the parties that any remaining portions of the arbitration agreement, or these Terms, shall remain in effect. The unenforceable provision shall be severed from these Terms, and the rest of the Terms shall be interpreted so as best to effect their original intent.